

INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BELOW
(A stock insurance company, herein called the company)

THE OHIO CASUALTY INSURANCE COMPANY



The Ohio Casualty Group of Insurance Companies
136 North Third Street, Hamilton, Ohio 45025 1-800-843-6446

| |
|---------------------------------------|
| POLICY NUMBER BXO (02) 52 69 35 48 |
| COMMERCIAL UMBRELLA |
| OCCURRENCE |

POLICY DECLARATIONS

| | |
|--|--|
| NAMED INSURED & MAILING ADDRESS (ITEM 1) G.M. CROSETTI, INC. 3960 MERRITT AVE BRONX NY 10466 2502 | AGENT'S NAME & ADDRESS 0660 31 00 6454 TELEPHONE: (516) 733-9400 ATLANTIC STAR INTERMEDIARIES 390 N BROADWA JERICHO NY 11753-2125 |
| INSURED IS CORPORATION | PREVIOUS POLICY NO. UMB 09 27 43 86 |
| POLICY PERIOD: THIS POLICY IS IN FORCE FROM 03/31/01 TO 03/31/02 AT (ITEM 2) 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE. | |
| INSURED'S BUSINESS MARBLE, STONE AND TILE | |

In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

THESE DECLARATIONS AND THE UMBRELLA COVERAGE FORM (WHICH CONSISTS OF COVERAGE FORMS AND OTHER APPLICABLE FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART OF IT) COMPLETE THIS POLICY.

3. PREMIUM:

| | |
|--------------------------------------|-------------|
| COMMERCIAL UMBRELLA PREMIUM. | \$24,000.00 |
| TOTAL ADVANCE PREMIUM. | \$24,000.00 |
| TOTAL PROVISIONAL PREMIUM. | \$24,000.00 |

IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY WILL RECEIVE AND RETAIN NO LESS THAN \$4,800 AS THE MINIMUM PREMIUM

BASIS OF PREMIUM: NON-AUDITABLE (X) AUDITABLE ()

4. LIMITS OF INSURANCE:

| | |
|--------------|---|
| \$25,000,000 | EACH OCCURRENCE |
| \$25,000,000 | GENERAL AGGREGATE (WHERE APPLICABLE) |
| \$25,000,000 | PRODUCTS - COMPLETED OPERATIONS AGGREGATE |

5. SELF-INSURED RETENTION: \$10,000.00

N81

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Issue Date 04/02/01 At WINDSOR BRANCH OFFICE

By

Authorized Representative

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HOME OFFICE COPY

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The Ohio Casualty Group of Insurance Companies
136 North Third Street, Hamilton, Ohio 45025

NAME OF COMPANY THE OHIO CASUALTY INSURANCE COMPANY

NAMED INSURED G.M. CROCETTI, INC.

POLICY NO. BXO (02) 52 69 35 48

INTERNAL USE

SCHEDULE OF FORMS AND ENDORSEMENTS

FORMS/ENDORSEMENTS APPLICABLE TO THIS POLICY AT TIME OF ISSUE

CU60020697

CU60060499

CU61060697

CU61500697

CU61530697

CU62050398

CU62200697

CU63110697

CU63690697

CU63980697

* * * * *

TRANS:0001

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The Ohio Casualty Group of Insurance Companies

136 North Third Street, Hamilton, Ohio 45025

NAME OF COMPANY THE OHIO CASUALTY INSURANCE COMPANY

NAMED INSURED G.M. CROCETTI, INC.

POLICY NO. BXO (02) 52 69 35 48

INTERNAL USE

SCHEDULE OF
UNDERLYING INSURANCE

| CARRIER, POLICY NUMBER AND PERIOD | TYPE OF COVERAGE | LIMITS OF INSURANCE |
|--|--|--|
| LUMBERMEN'S MUTUAL 4LS00175900 03/31/01-03/31/02 | GENERAL LIABILITY (X) OCCURRENCE FORM () CLAIMS MADE FORM | \$ 1000000 EACH OCCURRENCE LIMIT \$ 1000000 PERSONAL AND ADVERTISING INJURY LIMIT \$ 2000000 GENERAL AGGREGATE LIMIT \$ 2000000 PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT |
| PENNSYLVANIA GENERAL OJAP15148 03/31/01-03/31/02 | AUTOMOBILE LIABILITY ANY AUTOMOBILE | (X) COMBINED SINGLE LIMIT \$ 1000000 EACH ACCIDENT |
| NEW YORK STATE FUND 12503579 05/01/00-05/01/01 | EMPLOYERS LIABILITY | BODILY INJURY BY ACCIDENT \$ 500000 EACH ACCIDENT BODILY INJURY BY DISEASE \$ 500000 POLICY LIMIT \$ 500000 EACH EMPLOYEE |
| LUMBERMEN'S MUTUAL 4LS00175900 03/31/01-03/31/02 | EMPLOYEE BENEFITS LIABILITY | \$ 1000000 EACH CLAIM \$ 1000000 AGGREGATE |

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136 North Third Street, Hamilton, Ohio 45025

NAME OF COMPANY THE OHIO CASUALTY INSURANCE COMPANY

NAMED INSURED G.M. CROCETTI, INC.

POLICY NO. BXO (02) 52 69 35 48

INTERNAL USE

CU6011 0697

GENERAL ENDORSEMENT

NAMED INSURED

THE NAMED INSURED IS HEREBY EXTENDED TO INCLUDE THE FOLLOWING:

G.M. CROCETTI, INC.
SUPERIOR STONE & TERRAZZO CORP.
BEVERLY TILE & MARBLE, INC.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THIS POLICY.

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NAME OF COMPANY THE OHIO CASUALTY INSURANCE COMPANY

NAMED INSURED G.M. CROCETTI, INC.

POLICY NO. BXO (02) 52 69 35 48

INTERNAL USE

SCHEDULE OF FORMS AND ENDORSEMENTS
CONTINUED

FORMS/ENDORSEMENTS APPLICABLE TO THIS POLICY AT TIME OF ISSUE

CU60110697 NAMED INSURED

TOTAL PROVISIONAL CHARGES:..... \$24,000.00

TRANS:0001

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of nonpayment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the Minimum Premium as shown in Item 3. of the Declarations.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure. Final premium will not be less than the Minimum Premium as shown in Item 3. of the Declarations.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The first Named Insured in Item 1. of the Declarations will act on behalf of all other "Insured's" with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes a part of this policy and that is signed by one of our authorized representatives.

F. Duties in The Event of An Occurrence, Claim Or Suit

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a "claim" or "suit" under this policy. To the extent possible, notice will include:
 - a. how, when and where the "occurrence" took place;
 - b. the names and addresses of any injured person and witnesses;
 - c. the nature and location of any injury or damage arising out of the "occurrence."
2. If a "claim" or "suit" against any "Insured" is reasonably likely to involve this policy you must notify us in writing as soon as practicable.
3. You and any other involved "Insured" must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - b. authorize us to obtain records and other information;

- c. cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
- d. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "Insured" because of injury or damage to which this insurance may also apply.

- 4. The "Insured's" will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

G. Inspection

We have the right, but are not obligated, to inspect the premises and operations of any "Insured" at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations of any "Insured" and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of any employees or the public. We do not warrant that the premises or operations of any "Insured" are safe or healthful or that they comply with laws, regulations, codes or standards.

H. Legal Actions Against Us

There will be no right of action against us under this insurance unless:

- 1. you have complied with all the terms of this policy; and
- 2. the amount you owe has been determined by settlement with our consent or by actual trial and final judgment;

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

I. Maintenance of Underlying Insurance

During the period of this policy, you agree:

- 1. to keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
- 2. that any renewals or replacements of the policies listed in the Schedule of Underlying Insurance will not be more restrictive in coverage;
- 3. that the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of aggregate limits by payment of "claims" or "suits" for "occurrences" covered by "underlying insurance"; and
- 4. that the terms, conditions and endorsements of the policies listed in the Schedule of Underlying Insurance will not change during the period of this policy such as to increase the coverage afforded under this policy.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

J. Other Insurance

If other insurance applies to a loss that is also covered by this policy, this policy will apply excess of the other insurance. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy.

K. Premium

The first Named Insured designated in Item 1. of the Declarations will be responsible for payment of all premiums when due.

The premium for this policy will be computed on the basis set forth in Item 3. of the Declarations. At the beginning of the policy period, you must pay us the Advance Premium shown in Item 3. of the Declarations.